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10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 OSKAR LIZARRAGA-DAVIS,
13 Plaintiff,

14 v.

15 TRANSWORLD SYSTEMS, INC.;
16 Defendant.

Civil Action No. 5:18-cv-4081-BLF

**PLAINTIFF'S OBJECTIONS TO
EVIDENCE**

Dkt. 45-46

17 Plaintiff Oskar Lizarraga-Davis hereby provides the Court, pursuant to L.R. 7-3(c) with
18 the following objections to evidence Defendant submitted in support of its reply brief, specifically
19 the Declaration of Bradley Luke (Dkt. 45.)

20 **A. Objection No. 1**

21 Plaintiff objects to Exhibit 2 attached to the Declaration of Bradley Luke (Dkt. 45.).

22 **Grounds:** Rule of completeness. Fed. R. Evid. 106. This document purports to be part
23 of the "Loan Note disbursed on June 26, 2006," but that part of the document, the "Loan Note,"
24 has neither been produced, nor been made available to Plaintiff.

25 **B. Objection No. 2**

26 Plaintiff objects to page 6 of Exhibit 3, page attached to the Declaration of Bradley Luke
27 (Dkt. 45.).

28 **Grounds:** Lacks authentication and foundation; rule of completeness. Fed. R. Evid.
106, 901(a). This page is not a part of the document that forms the rest of the exhibit. For

example, when Defendant attached the document “2006-4 Pool Supplement” to its correspondence with Plaintiff and the Court, it did not include this page. (See Lizarraga-Davis Decl., at Ex. 1, 2, 5.) Further, the page appears to be from a different source, and is not referenced by name in the pages that precede it. Further, Mr. Luke’s authentication of the page refers to it being an “excerpt” of a larger document, but Plaintiff has been unable to see the entire document to test the veracity of that statement.

C. Objection No. 3

Plaintiff objects to Exhibit 3, attached to the Declaration of Bradley Luke (Dkt. 45)..

Grounds: Rule of completeness. Fed. R. Evid. 106. This exhibit is a selection of pages from a much larger document that has not been made available to Plaintiff. As the document describes, the pages “form[] a part of that certain Note Purchase Agreement... dated as of May 30, 2003.” Many terms in these pages refer to specific parts of the rest of the document, such as Paragraph 3.01 (“The Program Lender repeats the representations and warranties contained in Section 5.02 of the Agreement.”).

Dated: February 15, 2019

ERIKA HEATH, ATTORNEY AT LAW

By: /s/ Erika Heath
Erika A. Heath f/k/a/ J. Erik Heath
Attorney for Plaintiff
OSKAR LIZARRAGA-DAVIS